

Exhibit 1

AFFIDAVIT OF ATTORNEY CINDY TUNON

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

I, CINDY TUNON, do hereby depose and state the following:

1. I make this Affidavit as a corporate representative of American Sales and Management Organization, LLC, d/b/a Eulen America (hereinafter “Eulen”), in support of Eulen’s response to the Order Directing Response and to Show Cause in Case No. 1:16-22822-MISC-COOKE/TORRES (S.D. Fla.).

2. I serve as the Director of Human Resources and Administration for Eulen. In my capacity as Director of Human Resources and Administration, I work out of Eulen’s corporate offices in Miami, Florida.

3. Eulen provides aviation support services to numerous airlines at airports throughout the country, including at Miami International Airport. These aviation support services include, among other things, baggage loading and unloading, aircraft cabin cleaning services, sky capping services, passenger handling and check-in services, services assisting disabled passengers, security services, and airport and lounge janitorial services. In performing these, and other, services, Eulen currently employs over 3000 employees nationwide.

4. In performing such services, Eulen contracts directly with air carriers at each airport. In this regard, Eulen’s clients include air carriers such as American Airlines,

Delta, JetBlue, Westjet, Air France, AeroMexico, Turkish Airlines, and many more (collectively referred to hereinafter as “the Carriers” or “the airlines”).

5. The types of services that Eulen performs at Miami International Airport, as well as numerous other airports around the country, include:

a. Cabin service: Eulen’s cabin service employees are responsible for cleaning the interior passenger and crew areas of the Carrier’s aircrafts, and cleaning the lavatories. Typically, they perform a shorter clean each time an aircraft lands before it departs for its next flight (i.e., a “turn”), and a longer clean when a plane is stationed overnight at the airport (i.e., a “remain overnight” or “RON”).

b. Security sweeps: Ordinarily part of the cabin service function, Eulen employees performing this function are responsible for searching the Carrier’s aircraft for weapons, explosives, and other contraband. This function is required of the airlines by the Transportation Security Administration (“TSA”).

c. Checkpoint service: Checkpoint services includes ensuring that only properly-ticketed passengers or properly-credentialed airline, government, or contractor personnel with valid identification are permitted into secured areas of the airport. These services also include policing the security line to ensure that oversized baggage, pets, and other items are properly paid for. Checkpoint services also includes ensuring that passengers are in compliance with each airlines’ carry-on baggage regulations.

d. Passenger assistance: Eulen’s passenger assistance employees are responsible for greeting and otherwise assisting and directing passengers; providing wheelchair assistance to passengers wherever necessary; ensuring that priority service

lines run smoothly and that only priority passengers are in those lines; directing and assisting passengers in utilizing the kiosks when they do not require assistance from a ticket agent or to manage the flow of ticketing lines; and, expediting passengers whose flights are departing.

e. Janitorial and Airport Lounge services: Eulen terminal cleaning employees are responsible for janitorial services including removing trash from and cleaning Carrier-controlled areas of the airport. For some airlines, Eulen also provides services to assist with operation of airline lounges, including such services as bartenders, matrons, skylub cleaning, and the like.

f. Security: In addition to security sweeps provided as part of cabin services, Eulen also provides international security and cargo security. Such services include identifying and preventing theft of and trafficking with baggage once the baggage has been screened by TSA, performing searches of other airlines' employees before they enter the aircraft, ensuring that baggage and corresponding passengers fly together, and removing baggage from an aircraft when a passenger fails to board.

6. At Miami International Airport Eulen currently provides services to more than fifteen air carriers, including, for example, American Airlines, Delta, Turkish Airlines, AeroMexico, Westjet, and Air France, to name a few. The services provided by Eulen at Miami International Airport for its various clients include cabin services, passenger assistance, check-in services, ramp services, international security and cargo security, airport lounge services, and janitorial.

7. In general, Eulen's operations at each airport, including those at Miami International Airport, is overseen by a Station Manager or Regional Director. The Station Manager interacts continuously each day with the management of the Carrier's to ensure timely, effective, and efficient operation of the Carrier's operations. Ryan Otero currently serves as the Station Manager at Miami International Airport.

8. The services provided by Eulen on behalf of each of its Carrier clients are memorialized in written contracts. These contracts contain highly sensitive information concerning Eulen's operations, its pricing, costs, and other data that is not generally known to the public or to Eulen's competitors.

9. Virtually every facet of Eulen's operations is controlled, to some degree, by the directions and mandates imposed by the Carriers with whom Eulen services. The on-time departure of Carrier flights is dependent on Eulen's timely and efficient performance of its services. Any Eulen-caused flight delays can have ripple effects throughout the Carriers' systems.

10. Additionally, many airline functions performed by Eulen are subject to strict TSA, DOT, and other regulations, and the airlines are held responsible when services performed by Eulen do not comply with these regulations. For example, Carrier flights cannot depart unless TSA-required security sweeps have been performed. Similarly, airlines may be cited and may be required to pay a penalty if a Eulen checkpoint agent fails to challenge a TSA officer who is not displaying a proper security badge, if a cabin service employee fails to discover fake weapons or contraband planted on an aircraft, or if a cabin service employee fails to properly complete security documentation.

11. Eulen's initial staffing levels for the Carriers which it services are often set during the bid process and ordinarily must have approval from the Carrier.

12. The Carriers' flight schedules and corresponding arrivals and departures determine the scheduling and staffing needs of Eulen cabin service, checkpoint, passenger service, and international security employees. Eulen has no control whatsoever over flight schedules and, as such, the time and location at which its employees must be deployed to service the airlines is largely beyond its control.

13. For cabin service employees, the Carriers determine the turnaround time and the number of employees that Eulen must use for each aircraft turn around, which varies depending on the type of aircraft being serviced.

14. Carriers also regularly request that Eulen personnel work past the end of their shifts or during different shifts when flight delays or changes occur or other circumstances dictate. Importantly, Carrier approval is required before Eulen employees are permitted to work overtime servicing that Carrier. Unapproved overtime will not be paid by the Carrier. To that end, some services (such as passenger services) are reimbursed at a per capita hourly rate that directly determines the employees' rates of pay. If the Carrier approves overtime, Eulen is reimbursed at a premium per capita rate, which directly determines the employees' rate of overtime pay.

15. Critically, Eulen is not permitted to change staffing levels without notifying the Carriers. Moreover, the Carriers routinely request that Eulen implement staffing changes, and Eulen must accommodate those requests.

16. Many of the Carriers serviced by Eulen require compliance with comprehensive service manuals developed by the Carrier and which dictate every detail of the cabin service function.

17. Carriers retain the right to approve all Eulen personnel who provide services to them. Sometimes this right is expressly specified in the Carrier contract with Eulen, but even in cases where the contract does not expressly provide for it, the Carriers have this right and exercise it.

18. On occasion, Carriers will specifically request that Eulen remove an employee from providing services to that Carrier, which Eulen must do and which necessitates that the employee either be transferred or discharged.

19. Some Carriers have also specifically requested that Eulen hire specific personnel to service its account.

20. Some Carriers, such as Delta, require special credentialing of any Eulen cabin service employees assigned to service Delta aircraft. Delta performs a background check on such employees and must approve each employee before the employee can access any Delta aircraft.

21. In addition to daily meetings between Eulen station management and Carrier representatives, Eulen management must also attend regular safety meetings with Carrier representatives.

22. The Carriers regularly meet with Eulen management to review the performance of Eulen and its employees. Performance deficiencies by Eulen employees that arise are promptly brought to Eulen's attention by the Carrier representatives. Many

Carriers, such as Delta for example, routinely conduct audits, both routine scheduled audits and unannounced audits, of Eulen's services. Based on the results of such audits, Eulen regularly makes necessary adjustments including, if necessary, personnel adjustments.

23. Carrier complaints regarding Eulen employees have resulted in discipline and discharge of Eulen employees.

24. Carriers frequently and routinely direct and supervise Eulen employees during the performance of their duties. Carrier managers and supervisors work in close proximity to Eulen's checkpoint agents and passenger service representatives and provide direct instruction and feedback to Eulen employees, without necessarily going through Eulen management. Similarly, if Eulen employees have questions about how to direct passengers, they regularly seek assistance directly from Carrier representatives.

25. At many of the airports where the company operates, Eulen uses Carrier-provided space and equipment to provide its services.

26. The Carriers mandate much of the training required of Eulen employees, and require Eulen to maintain training records documenting such training. Some carriers (American, Delta, and US Airways, for example) provide their own computer-based training, which Eulen employees must undergo and complete to service those Carriers. The Carriers develop much of the training provided to Eulen employees. The Carriers may review Eulen employee training records on request at any time. In addition, many of the training records for Eulen employees are maintained by the Carriers on their information systems. Eulen is subject to significant fines by the Carriers if Eulen employees fail to timely undergo the training mandated by the Carriers.

27. All Carriers require that Eulen employees maintain appropriate appearance standards. Some Carriers, though not all, require passenger service representatives to wear the Carrier's logo or insignia.

28. Eulen is prohibited by the Carriers from contracting out any of its services without approval from the Carrier.

29. As noted above, Eulen currently provides services to American Airlines at Miami International Airport. In that respect, Eulen's contract with American Airlines at Miami International Airport provides, in relevant part:

- a. As to Cabin Cleaning Services, the contract provides that "manning will be based on the flight schedule." It further provides that "American reserves the right to modify coverage, either increase or decrease without penalty, provided sufficient and agreeable notice between American and [Eulen] is given." The contract requires that Eulen "achieve no less than 95% of target manning at all times, or shall be subject to monetary damages[.]" The contract specifically provides that only the agreed-upon monthly schedule, at straight-time, is payable by American. As to overtime work, the contract provides, "when additional hours are specifically requested and authorized by American, over and above the hours in the monthly schedule, [Eulen] may bill American at the quoted overtime rate for the additional hours or portions thereof, provided the employees were paid at an overtime rate." The contract

further notes, “Any overtime needs to be approved in writing each night, by an authorized American representative.”

- b. As to Cabin Cleaning Services, the contract dictates that the tasks to be performed by Eulen employees are as described in detail by American Airlines’ documentation and as itemized in detail by the contract. Likewise, American Airlines recommends that Eulen utilize its *World Class Cabin Cleaning Handbook* best practices manual in performing its services.
- c. As to Cabin Cleaning Services, the contract further provides for various penalties that American can charge to Eulen if Eulen employees fail to comply with American’s standards. To that end, the contract states that:
 - “Any employee out of uniform working the American operations will be charged \$25 per day” to Eulen;
 - Aircraft delays will be charged to Eulen at 25% of the total charges for the aircraft if delayed 1-5 minutes, 50% if delayed 6-15 minutes, and 100% if delayed over 15 minutes;
 - Aircraft damage by Eulen employees is charged at a minimum of \$500 per incident in addition to any actual damage charges;
 - “Any employee non-compliant and/or non-timely in [required training] lessons will be charged \$100 per employee per day late” to Eulen;

- “Any failure in the Cabin Security Search Audit performed by/for American will be charged \$100 per failure;”
 - Eulen is subject to American’s monthly Quality Control Audits, resulting in a numerical audit score. Failure to achieve an acceptable monthly passage rate results in a penalty of a percentage credited off the invoice beginning with the second failing month during the year.
- d. As to Passenger Services, the American contract likewise provides that Eulen “shall achieve no less than 95% of target manning at all times, or shall be subject to monetary damages[.]” The contract provides for the payment of straight-time hours based on a monthly schedule agreed upon by American and that any overtime hours must be “specifically requested and authorized by American.” American also requires, “detailed time sheets will be submitted with [Eulen’s] monthly billing to American.”
- e. As to Passenger Services, the American contract provides a detailed specification of the job description and services required to be furnished for positions such as bag runners, wheelchair agents, dispatchers, baggage service personnel, paging representatives, passenger verification agents, Traveling Without Visa/Unaccompanied Minors assistance personnel, electric cart drivers, van/bus drivers, among others.

f. As to Passenger Services, the American contract provides for various penalties that Eulen can occur if Eulen employees fail to comply with American's standards. These include:

- “Any employee out of uniform working the American operations will be charged \$25 per day” to Eulen;
- “Any employee non-compliant and/or non-timely in [required training] lessons will be charged \$100 per employee per day late” to Eulen;
- Any baggage mishandling is charge to Eulen at \$35 per occurrence;
- Complaints concerning wheelchair service, failures to assist, and a lack of responsiveness can result in penalties of over \$100 depending on the number of complaints received;
- “Any failure in the Cabin Security Search Audit performed by/for American will be charged \$100 per failure;”
- Eulen is subject to American monthly Quality Control Audits, resulting in a numerical audit score. Failure to achieve an acceptable monthly passage rate results in a penalty of a percentage credited off the invoice beginning with the second failing month during the year.

30. As noted above, Eulen also currently provides services to Turkish Airlines at Miami International Airport. In that respect, Eulen's contract with Turkish Airlines at Miami International Airport provides, in relevant part:

- a. The Turkish Airline contract sets forth a specific schedule, by employee position and times of day, for Eulen personnel to service Turkish Airlines flights. The times are specifically subject to adjustment by Turkish Airlines management, as necessary.
- b. The contract provides detailed specification of the services to be provided by Eulen employees with respect to arrival services, aircraft servicing, aircraft cleaning, passenger handling, departure services, and the like. Unsatisfactory performance by Eulen employees will subject Eulen to monetary penalties from the Carrier, such as:
 - Aircraft delays will be charged to Eulen at a percentage of the basic rate if delayed 3-15 minutes, an additional percentage if delayed 16-30 minutes, an additional percentage if delayed 31-45 minutes, and yet a higher percentage if delayed over 45 minutes;
 - Breaches of loading/unloading regulations are penalized at a specified percentage of the payment rate;
 - Failure to achieve minimum staffing of check-in counter is penalized at a specified percentage of the payment rate;

- Mishandled or late delivery of baggage of more than 7 per 1000 passengers results in a \$25 penalty.

31. Although the specific terms and services vary somewhat, these services and contractual provisions for American and Turkish are generally representative of the types of services and provisions that Eulen has with its Carriers and at airports throughout the country.


I HEREBY CERTIFY that I have read the foregoing affidavit and swear that the statements herein are true and accurate.


CINDY TUNON

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

Subscribed and sworn to before me this 14 day of November, 2016, by Cindy Tunon, who is personally known to me or who produced _____ as identification and who did take an oath.

(seal or stamp)


NOTARY PUBLIC, State of Florida

